**HON'BLE SRI JUSTICE GODA RAGHURAM**

**W.P.NO. 24601 OF 2005**

**DATED: 24.4.2006**

Between:

Mohd. Rafeeq Ahmed

… Petitioner

and

Industrial Infrastructure Corporation
Limited, represented by its Zonal
Manager, Moula Ali, Hyderabad

… Respondent

**HON'BLE SRI JUSTICE GODA RAGHURAM**

**W.P.NO.24601 OF 2005**

**ORAL ORDER:**

The petitioner in substance seeks specific performance of an agreement of sale dated 21.9.1988 claimed to have been executed between the petitioner and the respondent with respect to 56 square yards of land in Plot No.38 Category No.III, Block No.31, Autonagar, Hyderabad. Despite the execution of the agreement of sale, the respondent had not executed the sale deed, is the complaint.

On behalf of the respondent, a counter affidavit is filed stating that the petitioner was no doubt allotted a plot for utilizing for sale of old motor parts; the cost of the plot was fixed at Rs.35/- per sq.yd and was payable within 15 days from the date of receipt of the allotment order and the petitioner was also required to execute an agreement of sale, within one month from the date of allotment order. However, the petitioner failed to pay the entire cost of the plot within the stipulated time and paid an amount of Rs.1,960/- after two years delay while failing to pay interest for the belated period.

The petitioner was also reminded vide letter dated 26.6.1989 to execute a sale agreement and to pay interest for the belated payment of land cost within the time stipulated, failing which the allotment would be cancelled. This letter was received by the petitioner on 12.7.1989, but he failed to comply with its terms. Consequently, a notice dated 26.6.1989 was issued to the petitioner and the allotment of the plot was cancelled by the respondent-Corporation. The counter affidavit states that the plot was subsequently allotted after a process of public auction to one Smt. U. Swarupa. The said allottee paid the cost of the plot; executed a sale agreement and eventually the respondent-Corporation also executed a sale deed on 12.2.2001 in her favour.

In the light of the averments in the counter affidavit, to which there is no rebuttal by the petitioner, no relief could be granted. The writ petition is misconceived and is accordingly dismissed. There shall be no order as to costs.

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**GODA RAGHURAM, J**

**Date: 24.4.2006**

**CVM**